



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

May 12, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 50      MAY 12, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**DEPARTMENT OF PARKS AND RECREATION:  
APPROVAL OF A TENNIS CONCESSION AGREEMENT FOR THE OPERATION  
AND MAINTENANCE OF THE CERRITOS TENNIS CONCESSION  
AT THE CERRITOS COMMUNITY REGIONAL PARK  
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

**SUBJECT**

Request to approve a five year term agreement for the operation and maintenance of a tennis concession at Cerritos Community Regional Park.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find the proposed action is categorically exempt from the California Environmental Quality Act, for the reasons cited herein.
2. Approve and instruct the Director of the Los Angeles County Department of Parks and Recreation to sign and execute a Tennis Concession Agreement with Mr. Bram G. Sada, for the operation and maintenance of the Cerritos Tennis Concession, located at the Cerritos Community Regional Park. The Agreement has an initial five year term, with one five year optional extension to be exercised by the Director of the Department of Parks and Recreation. This Agreement will commence upon execution by both parties and will guarantee annual revenues of \$6,000 to \$9,000 during the initial five year term.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Cerritos Community Regional Park (Cerritos Park) is located in the central region of the City of Cerritos, 25 miles southeast of Downtown Los Angeles, and is neighbored by the business centers of La Palma, Lakewood, Buena Park, and Anaheim, attracting visitors from all areas. The park is approximately 83 acres in size. The current services and amenities include a swimming pool and a bathhouse, a multi-purpose ball field, picnic areas, 14 lighted tennis courts, volleyball courts, a children's play area, comfort stations, and a fishing lake. The current Cerritos Tennis Concession Agreement (Agreement) is on a month to month basis.

Approval of the Agreement will allow the Department of Parks and Recreation (Department) to enhance services to the public through this Agreement at Cerritos Park. This new Agreement increases revenue to the County of Los Angeles (County), and provides for the maintenance of the Cerritos Tennis Concession (Concession), which includes fourteen tennis courts and a pro shop. This Agreement will include an initial five year term, with one five year renewal option term, for a maximum total of ten years. The Tennis Concession will serve and benefit the surrounding communities by offering tennis programs for youth groups, summer camps, outreach groups, as well as, tennis clinics, and lessons.

### **Implementation of Strategic Plan Goals**

The proposed Agreement with Mr. Bram G. Sada (Concessionaire) will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), by increasing revenues and providing funding for infrastructure improvements at the tennis center, and Community and Municipal Services (Goal 3), by creating affordable, accessible, and quality tennis lessons to the surrounding communities.

### **FISCAL IMPACT/FINANCING**

Pursuant to the terms of the Agreement, the Concessionaire shall pay the County, on a monthly basis, a minimum rent or the sum of the percentages of monthly gross receipts from the sales of tennis related activities and merchandise, whichever is greater.

The proposed Agreement with the Concessionaire will guarantee minimum annual revenue of \$6,000 to the Department for Fiscal Year (FY) 2008-09. Annual revenues will range from \$6,000 to \$9,000 during the initial five year term and will increase incrementally during the five year optional extension.

Commencing the second year of the Agreement, the Concessionaire will pay an additional two percent of the total monthly gross receipts from the sales of tennis related activities and merchandise towards capital improvements of the Tennis Concession. The Concessionaire will provide an initial \$2,000 for improvements, such as new carpet and interior painting of the pro shop.

In addition, the Concessionaire has agreed to replace a majority of the tennis nets within the first year and resurface four tennis courts by the end of the third year of the initial term.

### **Operating Budget Impact**

As a result of the recommended actions, the Department does anticipate a small revenue increase to its operating budget over the five year term of the Agreement. Small incremental increases are guaranteed due a progressive monthly minimum rent schedule, with the third year's monthly rent exceeding the prior Agreement, ending monthly rent by \$100 (\$1,200 annually). The fourth and fifth year monthly rents are the same and guarantee a monthly revenue increase of \$50 (\$600 annually).

The Department is also anticipating additional revenue from its share of the Concessionaire's gross receipts from sales of tennis related activities and merchandise. This amount cannot be estimated at this time due to the Concessionaire being new to the County and lack of historical data.

The Department will address in future years' budget requests as they become material and if the Agreement is not terminated prematurely.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Board is authorized by Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreation purposes within Cerritos Park. The proposed Agreement is consistent with said purposes.

The term of the Agreement with the Concessionaire will commence the first day of the month following the Director of the Department of Parks and Recreation approval for five years with one five year optional extension.

This Agreement contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to, Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The Concessionaire has executed the attached Agreement and will provide the required insurance policies prior to the start of this Agreement, naming the County as an additional insured.

County Counsel has approved the Agreement as to form.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed Agreement is categorically exempt from the California Environment Quality Act (CEQA) in accordance with Sections 15301 and 15323 of the State CEQA Guidelines and Classes 4(j) and 23 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, because the Agreement provides for permits, licensing, and leases on existing facilities.

#### **CONTRACTING PROCESS**

On June 5, 2008, the Department commenced a solicitation for the operation and maintenance of a Tennis Concession by posting an ad in the "Inside Tennis Magazine," the official publication of the United States Tennis Association Southern California (USTA-SC), and on June 12 and 13, 2008, the Department posted a legal ad in the "Whittier Daily News."

On June 10, 2008, the Request for Proposal (RFP) notice was posted on the County of Los Angeles "Doing Business with Us" web site. The notice also included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this solicitation.

On June 24, 2008, thirteen Proposers attended the Proposer's Conference. On July 17, 2008, the Department received three proposals. The proposals were first reviewed by Contract Development staff to ensure compliance with mandatory minimum requirements outlined in the RFP. Having met those requirements, the proposals were

then evaluated by an evaluation panel. The panel was comprised of three Department employees.

The evaluation panel evaluated each proposal based on criteria identified in the RFP, which included the business experience and qualifications; rent to the County; operation and maintenance plan; safety programs; and the ability to operate a tennis concession. The evaluation of these proposals was completed prior to the informed Averaging Method, approved by the Board on March 31, 2009. Therefore, the evaluation and scoring of these proposals was done using the consensus scoring method. Based on these evaluations, the Concessionaire was determined to have met all requirements and was rated as the highest ranked proposal for the operation and maintenance of the Tennis Concession at Cerritos Park.

Attachment I reflects the Concessionaire's minority participation. It should be noted that upon final analysis and award, the Concessionaire was selected without regard to gender, race, creed, or color.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will cause no impact on current services or programs.

**CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward four copies of this letter to the Department of Parks and Recreation for distribution.

Respectfully submitted,



RUSS GUINEY  
Director

RG:KEH:GB:  
CM:lt

Attachment

c: County Counsel

# Attachment I

## County of Los Angeles - Community Business Enterprise (CBE) Program

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** BRAM G. SADA dba Carritos Tennis Center

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

**My County (WebVen) Vendor Number:** 14746901

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

<b>Business Structure:</b> <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise						
<input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees (including owners):</b>						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American						
Hispanic / Latino						
Asian or Pacific Islander	1		1			1
American Indian/ Alaskan Native						
Filipino American					2	
White					2	

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Woman	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

<b>Authorized Signature:</b> 	<b>Title:</b> DIRECTOR	<b>Date:</b> MARCH 10, 2009
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**CONCESSION  
AGREEMENT**



**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**BRAM G. SADA**

**FOR**

**OPERATION AND MAINTENANCE  
OF THE  
CERRITOS TENNIS CENTER**

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EXHIBITS

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# AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE CERRITOS TENNIS CENTER

This Concession Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009.

BY AND BETWEEN

**COUNTY OF LOS ANGELES** a  
body corporate and politic,  
hereinafter referred to as "County,"

and

Bram G. Sada, a Sole Proprietor,  
hereinafter referred to as  
"Concessionaire"

## RECITALS

**WHEREAS**, the County owns Cerritos Community Regional Park; and

**WHEREAS**, the Board of Supervisors is authorized by the provision of Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreational services;

**WHEREAS**, a concession for the operation and maintenance of a tennis center is consistent with said purpose; and

**WHEREAS**, Concessionaire is willing to exercise the use granted of such a concession in accordance with the terms and conditions prescribed therefor; and

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - County Tennis Policy
- 1.2 EXHIBIT B - Concessionaire's Operation
- 1.3 EXHIBIT C - Maintenance Plan
- 1.4 EXHIBIT D- Site Plan
- 1.5 EXHIBIT E - IRS Notice 1015
- 1.6 EXHIBIT F -Concessionaire's EEO Certification
- 1.7 EXHIBIT G -Safely Surrendered Baby Law

## **2.0 DEFINITIONS**

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- 2.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.2.1 **Agreement:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.
- 2.2.2 **Agreement Year:** The 365 day period commencing on the effective date of this agreement and each following 365 day period thereafter throughout the term of this agreement.
- 2.2.3 **Auditor-Controller:** The Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
- 2.2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2.5 **Building Official:** The Director of the County of Los Angeles Department of Public Works or an authorized representative thereof.
- 2.2.6 **Capital Improvement:** Any construction project which, as determined by the Director, extends the useful life and/or increase the capacity of the tennis facility(ies)
- 2.2.7 **Concession:** The privilege of engaging in the commercial activities authorized herein on the public property designated therefor.
- 2.2.8 **Concessionaire:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.2.9 **County:** the County of Los Angeles.
- 2.2.10 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.2.11 **Director:** the Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.
- 2.2.12 **Gross Receipts:**
- a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all money, cash receipts, assets, property or other

things of value, including but not limited to gross charges, sales, rentals, fees and commissions made or earned by Concessionaire and/or all the assignees, sublessees, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted or performed in whole or in part, on the concession premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise.

- b. Except as specifically provided below or by policy statement issued by Director, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Concessionaire or its sublessees, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.
- c. Except as specifically provided below or by policy statement, gross receipts reported by Concessionaire and its sublessees, assignees, licensees, concessionaires and permittees, must include the full usual charges for any services, goods, rentals or facilities provided by Concessionaire or its sublessees, assignees, licensees, concessionaires or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Concessionaire such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct

taxes paid periodically by Concessionaire to a governmental agency accompanied by a tax return statement.

- d. The Director, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.

2.2.12 **Gross Sales Price:** the total consideration resulting from the transfer of Concessionaire's interest in the concession, or portion thereof, determined by the total cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.

2.2.13 **Non-Alcoholic Beverage:** Any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof.

2.2.14 **State:** the State of California.

### 3.0 USE GRANTED

- 3.1 Concessionaire is hereby authorized and required to operate and maintain a tennis center concession; the focus of said activities shall be the introduction of the sport of tennis to novices in all age groups with the majority of the activities being targeted to youths aged 19 and under. Said programs shall include youth concurrently enrolled in various County programs at Cerritos Community Regional Park, such as, day camps, after-school programs, teen clubs, and other sports leagues and establish at least four (4) clinics each year for the Department's tennis programs.
- 3.2 Concessionaire is authorized to utilize six (6) courts for tennis instruction and tennis camps provided that four (4) courts shall be used for outreach programs.
- 3.3 Concessionaire shall sell the same non-alcoholic beverage product line as is provided by the Department's official beverage vending provider.

Concessionaire may also sell non-alcoholic beverage types not provided by the Department's official beverage vending provider, upon obtaining the County's written consent.

3.3.1 Concessionaire acknowledges and agrees that as of the commencement of the Term of this Agreement;

- a) by separate license agreement with a third party provider (hereinafter the "provider"), the County has approved the placement of vending machines, and authorized the sale of non-alcoholic beverages from said vending machines at the Cerritos Tennis Center, and
- b) the aforementioned license agreement contains a provision granting the provider a right-of-first-refusal to provide additional non-alcoholic beverage vending machines at Cerritos Tennis Center, and that a waiver of the provider's right-of-first-refusal is required in order to permit the Concessionaire to sell non-alcoholic beverages from vending machines at the concession premises, and
- c) Subsequent to the commencement of Term of this Agreement hereto, the Director may, at concessionaire's request, request the provider's waiver on behalf of the Concessionaire, and immediately thereafter advise the Concessionaire of the outcome of said request.

3.4 Concessionaire is authorized to conduct as many as six (6) United States Tennis Association (USTA) tennis tournaments per year. At least one-half of any such tournaments shall be Juniors Tournaments. The remainder may be Open or Invitational. Specific dates, number of tennis courts to be used, and tournament-entry fees to be collected involving such tournaments shall be in compliance with a schedule developed therefor by the Concessionaire and thereafter approved by the Director. Such approval shall not be unreasonably withheld or delayed. All revenue received by Concessionaire from the conduct of tournaments

- shall be applied to tournament expenses, including but not limited to, a minimum one dollar (\$1.00) per tournament entrant to be paid to County.
- 3.5 Notwithstanding the above authorization, all proposed services, merchandise and activities to be provided by the Concessionaire must be submitted in writing by Concessionaire for approval by the Director including the County Tennis Policy listed in Exhibit A.
- 3.6 Concessionaire understands and agrees that this Agreement is by license and not lease; and confers only permission to occupy and use the concession premises described for prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Concessionaire any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest or estate in the premises by virtue of said use, occupancy and/or expenditure of money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the premises for the concession granted herein.
- 3.7 In connection with this endeavor, Concessionaire shall have the exclusive use of the concession premises during the days and hours of operation identified in Section 9 Operating Responsibilities, of this Agreement and subject to the right of the Director to schedule the use for special events identified in Section 3.1. Concessionaire acknowledges personal inspection of said property and surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Concessionaire accepts said property in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.
- 3.8 Any merchandise, memorabilia, services, activities, food, and/or non-alcoholic beverages proposed to be provided or sold to the public and any temporary structures and equipment constructed within the

Concession Premises that are consistent with the use granted hereinabove must be submitted in writing for approval by the Director.

#### **4.0 CONCESSION PREMISES**

- 4.1 The concession shall be conducted within the Cerritos Tennis Center, as shown on the attached Exhibit D, Site Plan, attached hereinafter and incorporated herein by reference.
- 4.2 Any improvements, additions, alterations, or changes to the concession premises shall be subject to: prior approval by the Director securing of applicable permits; and compliance with such terms and conditions as may be imposed by the Director. Any construction shall be at Concessionaire's sole expense.
- 4.3 Concessionaire shall provide regular maintenance under section 9.11, Concessionaire Maintenance Responsibilities. As shown on the attached Exhibit D, Site Plan, restrooms adjacent to pro shop shall be maintained by the Department's maintenance contractors in lieu of concessionaire. Concessionaire shall conduct periodic visual inspection of restrooms supplies and general cleanliness during business hours. Supplies will be provided by the County.
- 4.4 Ownership of all structures, buildings or improvements constructed by Concessionaire upon the concession premises and all alterations, additions or betterment's thereto, shall become the property of the County without compensation being paid therefor, subject to the rights granted to the Concessionaire hereinabove. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, the Director may require the Concessionaire to remove said structures, buildings and/or improvements upon written notice ninety (90) days prior to the date of termination of this Agreement. Should Concessionaire fail to remove said structures, buildings and improvements, same may be sold, removed or demolished, and Concessionaire shall reimburse County for any cost or expense in connection there with in excess of any

consideration received by County as a result of said sale, removal or demolition.

## **5.0 TERM OF AGREEMENT**

5.1 The term of the Concession shall be for a period of five (5) years effective the first day of the month following execution by the Director.

5.2 The County shall have the sole option to extend the Agreement term for additional five (5) year option term for a maximum Agreement term of ten (10) years. The option year shall be exercised at the sole discretion of the Director provided: 1) the Concessionaire has satisfactorily completed, as confirmed by the Director, the required capital improvements and is current with rent obligations stated herein of this Agreement; 2) the Concessionaire is in compliance with all other provisions of this Agreement.

During the 4<sup>th</sup> year of the initial term Agreement; Concessionaire shall provide written notice to the County to renegotiate capital improvements and rent readjustment during the option year.

5.3 In the event Concessionaire holds over beyond the term herein provided with the consent, expressed or implied of County, such holding shall be from month to month only, not to exceed twelve (12) months, and subject to the conditions of this Agreement. This holdover shall not be a renewal thereof and shall be at the monthly compensation provided herein consistent with the schedule of consideration provided for hereinafter.

## **6.0 CONSIDERATION**

6.1 Concessionaire shall pay to the County a monthly minimum rent listed below or the greater of the sum of percentages of monthly gross receipts listed in 6.1.9 through 6.1.15.

Monthly Minimum Rent:

6.1.1 First Year: Five Hundred Dollars (\$500.00)

6.1.2 Second year: Six Hundred Dollars (\$600.00)

6.1.3 Third year: Seven Hundred Dollars (\$700.00)

- 6.1.4 Fourth year: Seven Hundred Fifty Dollars (\$750.00)
- 6.1.5 Fifth year: Seven Hundred Fifty Dollars (\$750.00)
- 6.1.6 Sixth year: Eight Hundred Dollars (\$800.00)
- 6.1.7 Seventh year: Eight Hundred Dollars (\$800.00)
- 6.1.8 The monthly minimum rents provided for herein shall be subject to readjustment commencing with the 8th, 9th, and 10th year of concessionaire's operation pursuant to this Agreement. The adjusted monthly minimum amount shall never be less than the preceding year's monthly minimum amount.
- 6.1.9 **Food & Non-Alcoholic Beverage:** Ten Percent (10%) of the monthly gross receipts received.
- 6.1.10 **Merchandise Sales:** Ten Percent (10%) of the monthly gross receipts received.
- 6.1.11 **Equipment Rental:** Five Percent (5%) of the monthly gross receipts received.
- 6.1.12 **Equipment Repair:** Five Percent (5%) of the monthly gross receipts.
- 6.1.13 **Tennis Instructions:** Fifteen percent (15%) of the monthly gross receipts received.
- 6.1.14 **Court Reservation Fee:** Twenty (20%) of the monthly gross receipts received.
- 6.1.15 **Tennis tournaments:** One dollar (\$1) per entrant received.

6.2 In addition to the monthly rent, Concessionaire shall pay two percent (2%) of the total monthly gross receipts for Capital Improvements beginning the Second Year of the agreement, funds to be deposited into County's Capital Improvement Fund. Said Fund payment shall be paid by separate check or draft and submitted with the remainder of the total monthly payment.

Said funds shall be used in accordance with Section 10.0 hereinafter identified.

- 6.3 The Director may authorize a particular activity not otherwise provided for herein and establish a percentage of gross receipts and/or a minimum amount as payment for the privilege of engaging therein. Said percentage and/or minimum amount shall be set by mutual consent of the Director and Concessionaire and shall be reasonable in accordance with the revenue to be generated therefrom. Activities not otherwise provided for herein may not be conducted without Director's prior consent.
- 6.4 Payment shall be made to the Department on or before the fifteenth (15th) day of the calendar month following each month of the term of this Agreement. Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927. A late payment charge of two percent (2%) per month shall be added to any late payment received by the Treasurer-Tax Collector.

## **7.0 ACCOUNTING RECORDS**

- 7.1 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded on a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset. In addition, such cash registers must have a tape located within the register upon which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a technical or electrical failure of the cash registers, Concessionaire shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner.

- 7.2 Concessionaire shall maintain a method of accounting that shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursements of Concessionaire in connection with the operation. The method of accounting, including bank accounts, established for said operation shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the keeping of the following documents:
- 7.2.1 Regular books of accounting such as general ledgers;
  - 7.2.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
  - 7.2.3 State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County;
  - 7.2.4 Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales and/or rentals can be identified);
  - 7.2.5 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;
- 7.3 All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for five (5) years thereafter. In addition, the County may from time to time conduct an audit and re-audit of the books and business conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act. Notwithstanding the above, the County reserves the right to release all documents, books and accounting

records provided by Concessionaire as necessary for the purpose of providing an annual statement of receipts and expenditures.

- 7.4 Concessionaire shall furnish the Director with a monthly gross receipts report showing the amount payable therefrom to the County. Such a report shall accompany each minimum rent or percentage rent payment required to be made as provided herein. The monthly reporting period shall be by calendar month rather than monthly anniversary date of the effective date of this Agreement. In addition thereto, Concessionaire shall furnish an annual profit and loss statement and a balance sheet prepared by a person and in a form acceptable to the County. The annual profit and loss statement shall be submitted within sixty (60) days of the close of the agreement year.
- 7.5 In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that, due to Concessionaire's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, Director may, at his option, (1) bill Concessionaire for said losses, said amount to be paid to County within thirty (30) days following billing therefor unless otherwise specified by Director; and/or (2) use the Security Deposit as provided for herein; and/or, (3) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to correctly report gross receipts, and a projected loss of revenue due to County. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100.00) per day for each day of the loss period as determined by County, and that the Concessionaire shall be liable to the County for liquidated damages in said amount.
- 7.6 Should the Director find that the additional rental payment due to County exceeds two percent (2%) of the total amount which should have been

paid as determined by such review or audit and observation, and there being no reasonable basis as determined in County's sole discretion, for the failure to report and pay thereon, Concessionaire shall also pay the full cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.

- 7.7 Concessionaire shall cause all of its sub-lessees to comply with these requirements except that a sub-lessee shall only be required to establish and maintain those accounting records that the Auditor-Controller deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.

## **8.0 CHANGES AND AMENDMENTS**

- 8.1 The County's Board of Supervisors or its designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add/or change such provisions as required by the County's Board of Supervisors. To implement such orders, an Amendment to the Agreement shall be prepared upon approval by the Board of Supervisors and executed by the Director and Concessionaire.
- 8.2 Notwithstanding the above, this document may be modified by further written agreement between the parties; such modification is considered a change notice only when it applies to the changes in programs and hours of operation. Any such modification shall not be effective unless and until executed by Concessionaire and in the case of County, until approved by the Director.

## **9.0 OPERATING RESPONSIBILITIES**

- 9.1 Advertising and Promotional Materials  
Concessionaire shall not, nor shall it authorize another to promulgate or cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from the Director. Such materials include, but are not limited to: advertising in newspapers, magazines and

trade journals, websites and/or internet, and radio and/or television commercials.

9.1.1 In recognition of the Concessionaire's need to identify its services and related clients to sustain itself, the County shall not prohibit the Concessionaire from publishing in any of its bids, proposals, and sales materials that it has been awarded this Agreement by the County of Los Angeles, with the understanding that such materials are to be prepared in a professional manner, and that the materials are subject to the requirements of Subsection 9.1.2.

9.1.2 Credit for the County

Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which contains the words "Cerritos Tennis Center" or any derivative thereof, shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" with 1) County seal and 2) Parks and Recreation Department logo, unless specifically approved otherwise by the Director.

9.2 Compliance with Laws, Rules and Regulations

Concessionaire shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the concession, any related activity, and/or construction authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover. Further, Concessionaire shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

9.3 Concessionaire's Staff and Employment Practices

- 9.3.1 Concessionaire shall maintain adequate and proper staffing for its tennis center operations at all times. Concessionaire shall designate an Operations Manager (Director of Tennis) with whom County may deal with on a daily basis. The Operations Manager shall be skilled in the management of businesses similar to the concession operation and shall be subject to approval by the Director. The Operations Manager shall devote substantial time and attention to the operation authorized herein and render such services and convenience to the public as are required. The Operations Manager shall be fully acquainted with the concession operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day-to-day operation thereof.
- 9.3.2 At any time prior to or during the term of this Agreement, the County may require that all of the Concessionaire's staff performing work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Agreement. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Agreement, regardless if the Concessionaire's staff passes or fails the background clearance investigation.
- 9.3.3 The Director may at any time give Concessionaire written notice to the effect that the conduct or action of a designated employee of Concessionaire is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the concession premises. Concessionaire shall transfer or reassign

any such employee within a reasonable period of time following notice thereof from the Director, and such employee shall not be assigned to any other County Department of Parks and Recreation facility.

9.3.4 The Concessionaire warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Concessionaire shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Concessionaire shall retain all such documentation for all covered employees for the period prescribed by law. The Concessionaire shall indemnify, defend and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Concessionaire or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

9.4 Days and Hours of Operation

Concessionaire is required to keep the concession open daily, including Sundays and holidays, except during periods of inclement weather. The hours of operations shall be from 7:30 a.m. to 9:00 p.m. Concessionaire shall post hours of operation in a location visible to the public, and must be open for business during the hours posted. Days and hours of operation may not be changed without the prior written approval of

Director. Notwithstanding the foregoing, concession will be closed on Christmas Day. The Director reserves the right to make changes to the days and hours of operation.

9.5 Department Use of Concession Premises

Notwithstanding Paragraph 3.1 of this Agreement, the Department reserves the right to schedule the use of the concession premises for special events sponsored by the Department. Specific dates and the areas to be used shall be arranged with the Concessionaire. County shall be responsible for repairing any damage, except for normal wear and tear, to the concession premises while conducting said activities.

9.6 Disorderly Persons

Concessionaire agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons about the concession premises.

9.7 Filming

In the event that any filming is proposed to be conducted on the Concession Premises, Concessionaire will be required to obtain required filming permits from the County of Los Angeles, Film LA Inc. and any other regulatory agencies having jurisdiction thereover.

9.8 Easements

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the concession premises for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operation to be conducted hereunder. Should the establishment of such easements permanently deprive Concessionaire of the use of a portion of the concession premises, an abatement of payments shall be provided in an amount proportional to the total area of the premises in the before and after conditions.

9.9 Habitation

The concession premises shall not be used for human habitation, other than a night watchman or patrolman approved by the Director.

9.10 Illegal Activities

Concessionaire shall not knowingly permit any illegal activities to be conducted upon the concession premises.

9.11 Concessionaire Maintenance Responsibilities

9.11.1 Concessionaire shall be responsible for maintaining all repairs to and replacement of all improvements and equipment thereof in good and substantial condition, including the painting thereof upon written request by the Director. Concessionaire shall perform all repairs as required for the maintenance thereof and in compliance with all laws applicable thereto including but not limited to:

- 1) Periodic visual inspection of restroom supplies and general cleanliness.
- 2) Replenish restroom supplies provided by the County.
- 3) Daily maintenance of the pro shop interior & locker room.
- 4) Removal of any graffiti on pro shop walls and windscreens.
- 5) Painting of interior walls of the pro shop as needed or at Director's request.
- 6) Replacement of interior/exterior light bulbs of the pro shop as needed or at Director's request.
- 7) Installation of tennis courts light bulbs provided by the County.
- 8) Sweeping & washing of all courts and concrete walkways weekly or as needed.
- 9) Repair and/or replacement of windscreens, support posts, and tennis nets as needed or at Director's request.
- 10) Install tennis net center strap with anchor cemented to the ground.

- 11) Repair and/or replace support posts for tennis nets.
- 12) Litter controls twice a day or as needed.
- 13) Repair lighting fixtures inside the Pro Shop as needed or at Director's request.
- 14) Repair and/or replace tennis court umpire seats and spectator benches and bleachers as needed or at Director's request.
- 15) Replace broken window glass.
- 16) Repair and/or replace broken or damaged doors.
- 17) Repair and/or replace the Public Address (PA) system as needed or at Director's request.

9.11.2 Additionally, Concessionaire shall be responsible for repairing damage to the exterior of the facility caused by malicious mischief, vandalism or burglary of the tennis center. All maintenance shall be commenced within thirty (30) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction thereof.

9.11.3 Should Concessionaire, after one (1) day notice from County of the need thereof, fail to perform its maintenance service obligations required herein, County in addition to all other available remedies may, but shall not be obligated to, exercise its Right of Entry as provided hereinafter. County may enter upon the Concession Premises and perform Concessionaire's failed obligations and Concessionaire shall forthwith on demand reimburse County for its costs so incurred including direct and indirect overhead costs as determined by the Director.

9.11.4 Default of Maintenance Obligations: Either party may cure the default of the other party hereto with respect to the maintenance obligations assumed herein, and upon performance thereof shall

acquire a right of reimbursement therefrom for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between Director and Concessionaire upon the nature and scope of the work to be performed and the costs to be incurred thereby. Any demand of County for reimbursement hereunder shall be satisfied by Concessionaire through payment of the sums deposited with County as security for faithful performance, and/or pro rata monthly installments over the remaining term of this Agreement, commencing with the month next succeeding the date of completion of the maintenance performed. The County and Concessionaire waive all rights to payment on their respective rights to reimbursement for the actual costs of the cure of the default of the other with respect to the maintenance obligations assumed herein, except in the manner and amounts heretofore provided.

9.12 Concessionaire's Capital Improvements

Concessionaire shall perform capital improvement and within the timeline as stated below:

- 9.12 .1 Replace new flooring of the pro shop and repaint interior walls during the initial 1st year of the Agreement and thereafter as needed.
- 9.12 .2 Replace seventy five percent (75%) of the tennis nets in the first year of the agreement.
- 9.12 .3 Resurface tennis court numbers 1, 12, 13, and 14 by the end of the third year of the Agreement or as need and defined by County.

9.13 Food and Non-Alcoholic Beverage Quality

If so authorized, Concessionaire shall furnish and dispense foods and non-alcoholic beverages of the best quality and shall maintain a high

standard of services at least equal to that of similar facilities and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. All foods and non-alcoholic beverages sold or kept for sale by Concessionaire shall be first-class in quality, wholesome and pure, stored and handled with due regard for sanitation, and in all respects shall conform to the Federal, State and County food laws, ordinances and regulations. No adulterated, misbranded or impure products shall be sold or kept for sale by Concessionaire.

9.14 Merchandise

Concessionaire shall provide and maintain an inventory of merchandise and goods required to meet the needs of the public therefor. No adulterated, misbranded or impure articles shall be sold or kept for sale by Concessionaire and all merchandise kept on hand by Concessionaire shall be stored and handled with due regard for safety and sanitation. In the event that the Director determines that any merchandise and/or food products are below first class, the Director shall have the right to order the improvement of the quality of any such items kept or offered for sale. The Director shall have the right to prohibit the sale or rental of any item of merchandise on finding(s) that the item is of inferior quality and/or that the item is not necessary for proper service to the public.

9.15 Names, Logos, Trademarks and Copyright

Any name, logos, trademarks and/or copyrights developed during and/or pursuant to this contract which will in any way associates with, identify or implicate an affiliation with the County of Los Angeles, shall be approved by the County, shall belong to the County upon creation, and shall continue in the County's exclusive ownership upon termination of the agreement.

9.16 Non-Interference

Concessionaire shall not interfere with the public use of and the programming within the Cerritos Community Regional Park.

9.17 Promoting Interest in Tennis

Concessionaire shall promote interest in the playing of tennis at the Cerritos Tennis Center by employing methods that include but are not limited to, advertising, offering reduced-rate instruction fees, and conducting tennis clinics.

9.17.1 Tennis Instruction

Instruction in the playing of tennis shall be provided by only those instructors whose qualifications therefor have been approved in writing by the Director, and such approval shall not be unreasonably withheld. The Director reserves the right to restrict group or individual lessons whenever such program fails to meet a public need therefor, or becomes detrimental to the public play of tennis at the Cerritos Tennis Center. Concessionaire shall also provide free community lessons for outreach programs for youths, seniors and disabled persons, youth camps.

9.17.2 County Tennis Policy

Concessionaire shall comply with, and enforce the County's County Tennis Policy, as shown in the attached Exhibit A, or as may be hereafter revised by the Director.

9.18 Patron/Non-Patron Complaints

The Concessionaire shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

9.18.1 Within ten (10) business days after the Agreement effective date, the Concessionaire shall provide the County with the Concessionaire's policy for receiving, investigating and responding to user complaints.

9.18.2 The County will review the Concessionaire's policy and provide the Concessionaire with approval of said plan or with requested changes.

- 9.18.3 If the County requests changes in the Concessionaire's policy, the Concessionaire shall make such changes and resubmit the plan within five (5) business days for County approval.
- 9.18.4 If, at any time, the Concessionaire wishes to change the Concessionaire's policy, the Concessionaire shall submit proposed changes to the County for approval before implementation.
- 9.18.5 The Concessionaire shall preliminarily investigate all complaints and notify the Director of the status of the investigation within five (5) business days of receiving the complaint.
- 9.18.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 9.18.7 Copies of all written responses shall be sent to the Director within three (3) business days of mailing to the complainant.

9.19 Prices

Concessionaire shall at all times maintain and post a complete list or schedule of the prices collected for all fees, charges, goods, rentals, and services, or combinations thereof, supplied to the public. The Director hereby reserves the right to review and approve said fees and charges otherwise established by the County pursuant to Section 9.19. Said prices shall be fair and reasonable based upon the following considerations: that the concession is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Director notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall make such price adjustments as may be ordered by the Director. Concessionaire may appeal the determination of the

Director to the Board of Supervisors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by the Board of Supervisors.

9.20 Quality of Goods and Services

Service to the public, with goods, services, and merchandise of the best quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to operate and conduct its concession operation in a first-class manner, and comparable to other first-class facilities providing similar activities, programs and services. Concessionaire shall furnish and dispense foods and non-alcoholic beverages of the best quality and shall maintain a high standard of service at least equal to that of similar events and programs conducted on County parks and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. Concessionaire, following receipt of written notification therefor, shall immediately withdraw or remove from sale any goods or services which may be found objectionable to the Director based on findings that the provision of such goods or services are harmful to the public welfare.

9.21 Safety

Concessionaire shall immediately correct any unsafe condition of the concession premises, as well as any unsafe practices occurring thereon. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the concession premises. Concessionaire shall cooperate fully with County in the investigation of any accidental injury or death occurring on the concession premises, including a prompt report thereof to the Director. Concessionaire shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications

of any and all Concessionaire's structures, enclosures, vehicles, and equipment.

9.21.1 Concessionaire shall have an Automated External Defibrillator (AED) on site at all times. Concessionaire and its employees shall comply fully with County, State, municipal, federal or any other regulatory agencies having jurisdiction regarding any safety inspections and required certifications or training in operating the AED equipment. Concessionaire shall comply with any manufacturer specifications or annual inspections or requirements for maintenance.

9.21.2 Concessionaire shall cooperate fully with County in the investigation of any injury or death occurring on the Concession Premises, including a prompt report thereof to the Director.

9.21.3 Concessionaire is required to have an Emergency Plan on hand and it shall be posted at an accessible location. Employees shall be familiar with all rescue procedures in the plan. The plan shall include safety guidelines and emergency contact numbers. Such guidelines should meet the local fire department and health and safety codes.

9.22 Sanitation

No offensive matter or refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Concession Premises. Concessionaire shall prevent the accumulation of trash and debris for a distance of fifty (50) feet from the Concession Premises. Concessionaire shall pay any charges which may be made for the removal thereof. Concessionaire shall furnish all equipment and materials necessary, including trash receptacles of the size, type, color and number required by the Director, to maintain the Concession Premises and the area within a distance of fifty (50) feet thereof in a sanitary condition. Restrooms and locker rooms shall be cleaned on a daily basis.

9.23 Security Devices

Concessionaire, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the concession premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

9.24 Signs

Concessionaire shall not post signs upon premises or improvements thereon unless prior approval thereof is obtained from the Director.

9.25 Trade Fixtures

Concessionaire shall provide and install all appliances, furniture, fixtures and equipment that are required for the concession. Prior to taking possession of the tennis concession, Concessionaire and County shall take an inventory of its own equipment. Concessionaire shall provide a copy of the Concessionaire inventory for review and approval. During the last thirty (30) days preceding the termination of this Agreement, the County and Concessionaire will conduct a walk-through of the premises with the inventory check list to ensure that all parties are in agreement of the ownership of trade fixtures and equipment belonging to each party. Concessionaire shall remove all personal items identified on the check list from the premises, other than for those items which have been furnished by County or so affixed that their removal therefrom cannot be accomplished without damage to the realty. Should Concessionaire fail to remove said appliances, furniture, fixtures, equipment, door locks and padlocks within said thirty (30) day period, Concessionaire shall lose all right, title and interest in and thereto, and County may elect to keep same upon the premises or to sell, remove or demolish same. Concessionaire shall reimburse County for any and all costs, as determined by the Director, incurred in excess of any consideration received from the sale, removal or demolition thereof.

9.26 Utilities

- 9.26.1 County shall provide and pay for any necessary utilities serving the concession premises excluding telephone service. Concessionaire shall pay for telephone service to the Cerritos Tennis Center. Concessionaire waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, and waste system, heating or gas system, electrical apparatus or wires serving the concession premises.
- 9.26.2 Concessionaire shall make every reasonable effort in its operations to minimize County's costs for utilities, including monitoring the use of tennis courts lights.
- 9.26.3 County at its sole discretion and at any time during the term of this Agreement, may install or cause to be installed a separate metering system for the electric service to the Cerritos Tennis Center area. Subsequent to said installation, Concessionaire shall be solely responsible for the payment of electric service to the Cerritos Tennis Center area provided there is mutual agreement on the terms and conditions therefor. The Director may adjust the monthly minimum amount and/or percentage of gross receipts as a result of the Concessionaire assuming the cost of said electric service. Said modified amount and/or percentage shall be set by mutual consent of the Director and the Concessionaire and shall be reasonable in accordance with the costs directly related thereto. Upon confirmation and approval-as-to-form of County Counsel, the Concessionaire shall execute the appropriate amendment to this Agreement.
- 9.26.4 Concessionaire shall not in any way alter or modify any of the County's utilities systems and/or equipment without specific authorization from the Director.

## **10.0 CAPITAL IMPROVEMENTS FUND**

- 10.1 During the second year of the agreement, the County's Auditor-Controller shall establish an Improvement Fund for Cerritos Tennis Center (Fund). The Fund shall be administered by the County. The County shall deposit two percent (2%) of the total monthly gross receipts in a Capital Improvement Fund Account. All funds shall be used exclusively at Cerritos Tennis Center and disbursed at the discretion of the Director pursuant to this Section. At the termination or expiration of this Agreement, all unexpended monies shall be retained by the County.
- 10.2 Subsequent to receipt and review of said request, the Director shall either authorize expenditures from the Improvement Fund Account, or disapprove said request. In either event, the Concessionaire shall be informed of the Director's decision.
- 10.3 In the event such request is approved, Director shall authorize the release of monies from the Improvement Fund to complete the requested works.

## **11.0 COUNTY'S RESPONSIBILITIES**

The County shall be responsible for the following:

- Heating and air conditioning
- Concealed utility lines
- Roofing of the Pro Shop
- Provide Tennis Court light bulbs
- Provide restroom supplies
- Painting exterior of the Pro Shop.

## **12.0 IMPROVEMENTS**

- 12.1 Approvals: Any proposed improvement undertaken by the Concessionaire, including but not limited to construction of utilities, resurfacing the courts, landscape planting, replanting or removal, irrigation, site improvements such as paths, walkways, benches, lighting, parking lots, demolition, relocation or

replication of existing structures, and construction of new structures, shall have the prior written approval of the Director. Notice of a proposed improvement project shall be provided to the Director in writing and shall include sufficient detail regarding proposed scope, cost estimate, time frame and proposed funding for the project. Written approval, or the estimated time required to provide such approval, shall be provided to the Concessionaire within 30 days of receipt of all necessary documents.

12.2 Funding: Unless otherwise approved by the Director in writing, all funds for the costs of any improvement, inclusive of costs of performance and payment bonds and the costs of any permits, shall be solely the responsibility of the Concessionaire. The Director agrees to consult with the Concessionaire, as requested, with regard to the feasibility of public-assisted financing methods in connection with proposed capital improvements.

12.3 Plan Preparation:

12.3.1 The Concessionaire shall ensure that all improvement plans are prepared by qualified professionals such as architects, engineers, and landscape architects who are licensed by the State of California and are approved in advance by the Director. In addition, the Concessionaire shall be required to utilize the services of an experienced construction management consultant in connection with any project performed hereunder, unless otherwise agreed to in writing by the Director.

12.3.2 For projects requiring the issuance of a permit, Concessionaire shall prepare and submit two (2) sets of a preliminary design for review and approval by the Director. Within forty-five (45) days following approval of the preliminary design by the Director, Concessionaire shall prepare and submit three (3) sets of working drawings for review and approval: two (2) sets shall be submitted to the Director and one set shall be submitted to the Building Official. Should the Building Official require Concessionaire to

make changes to the plans, Concessionaire shall make necessary changes and re-submit the plans to the Building Official as soon as possible, however, no later than 30 days. Upon approval thereof, said working drawings shall be incorporated herein by reference. Elements included in the approved design development shall not be subsequently disapproved in review of the working drawings. Concessionaire shall, within 30 days after approval of the working drawings as provided herein, and causing the posting of the construction site with a notice of non-responsibility of County for payment for the works of improvement, commence construction of the above-described improvements and shall diligently prosecute and complete same.

- 12.4 Agreements Approval: Copies of all agreements for projects requiring the issuance of a building permit between Concessionaire and the Concessionaire's architects, engineers, and contractors shall be furnished to and consented to in writing by the Director. The Director's consent shall not be unreasonably withheld.
- 12.5 Environmental Impacts: The Concessionaire shall coordinate environmental impact issues with the Director in compliance with the California Environmental Quality Act ("CEQA") and shall receive written approvals and authorizations from Director. The Concessionaire shall, however, maintain full responsibility for implementing all CEQA and related requirements.
- 12.6 Construction Management: The Concessionaire and/or its construction manager shall maintain responsibility for conducting regularly scheduled site inspections and job meetings and shall notify the Director of same. Documentation of these meetings shall be maintained by the Concessionaire and be available for review by Department staff.
- 12.7 Completion of Improvements: The improvements requiring the issuance of a permit shall be deemed to be complete upon acceptance of the improvements by the Building Official as evidenced by the issuance of a

certificate of occupancy and completion of punch list items and tenant improvements in areas to be subleased.

- 12.8 Plans of Record: Upon completion of the improvements, Concessionaire shall furnish the Director with one (1) complete set of "plans of record" working drawings; one (1) complete set of "plans of record" working drawings in AutoCAD and on CD (all circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled and a master index shall be provided); operating manuals for all building equipment and systems; and copies of all written warranties. Concessionaire shall assign to County all expressed warranties furnished by other persons in connection with the provision of labor and/or material to the works of improvement covered by this Agreement upon termination of this Agreement by expiration of term or cancellation.
- 12.9 Performance Bond: In connection with any improvement project performed hereunder, Concessionaire shall, at its own cost, obtain or require its contractor to obtain a performance bond from an admitted California surety, in good standing, in an amount equal to one hundred percent (100%) of the construction cost of the improvement, unless the Director otherwise agrees in writing. Said performance bond must be satisfactory to the County and shall name the County of Los Angeles and the Concessionaire as obligee.
- 12.10 Prevailing Wages: In connection with any capital improvement performed hereunder, the Concessionaire shall comply with and shall require all of its contractors to comply with all provisions of the Labor Code of the State of California, including but not limited to, the payment of prevailing wages to all persons providing labor on any such project.
- 12.11 Compliance With All Laws and Building Codes: The Concessionaire shall comply with and require its contractors to comply with all applicable laws, including Building Code requirements in connection with any projects performed hereunder.

12.12 Insurance: Upon review by and consultation with County's Risk Manager, Concessionaire shall provide such insurance coverage as Director deems necessary for the completed construction project.

12.13 Additional Provisions: It is contemplated that the County may impose additional obligations on the Concessionaire with respect to particular capital improvement projects performed hereunder and such additional requirements may be set forth in a separate writing signed by the Concessionaire and the Director on behalf of the County.

### **13.0 SECURITY DEPOSIT**

13.1 Prior to the commencement of this Agreement, Concessionaire shall pay to the Director the sum of three thousand dollars (\$3,000). In lieu thereof, Concessionaire may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan institution whose deposits are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving County the exclusive right to withdraw any or all of said amount during the term of this Agreement. Concessionaire shall be entitled to any and all interest accruing from said certificate of deposit.

13.2 Said Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Concessionaire, and may be applied in satisfaction and/or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations; a breach of obligations assumed by Concessionaire herein with respect to the requirements therefore by County, including the payment of

mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

13.3 In the event any or all of said amount is applied in satisfaction and/or mitigation of damages Concessionaire shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.

13.4 Said Deposit shall be returned to Concessionaire upon termination of this Agreement less any amounts that may be withheld therefrom by County as heretofore provided.

#### **14.0 DESTRUCTION OF THE CONCESSION PREMISES AND/OR CERRITOS COMMUNITY REGIONAL PARK**

14.1 In the event the concession premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, Concessionaire shall either restore the premises or terminate this Agreement. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the premises or terminate this Agreement. County shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. Said insurance proceeds, if any, shall be held for the benefit of Concessionaire only in the event of an election by Concessionaire to restore the premises and shall be disbursed in installments as construction progresses for payment of the costs of restoration upon satisfactory performance of the work required, as evidenced by certification of completion by the Director and release of mechanic's liens by all persons furnishing labor and materials thereon. If the proceeds of insurance are insufficient to pay the actual costs of restoration, Concessionaire shall deposit the amount of the deficiency with the County upon demand therefor by the Director,

and said sums shall be held for payment of said costs and disbursed in the manner heretofore provided. Any undistributed funds shall be retained by County and credited to the rental reserved over the remaining term of this Agreement. In the event Concessionaire elects to restore the concession premises, plans, specifications, and construction cost estimates for the restoration thereof shall be prepared by Concessionaire and forwarded to Director for approval prior to the performance of any work thereon. Said documents shall be prepared and submitted in a timely manner following adjustments of the loss and receipt of the proceeds of insurance by County. The required construction shall be performed by Concessionaire and/or licensed and bondable contractor(s) thereof. The Concessionaire and/or the contractor also shall obtain, and provide evidence that, appropriate types and limits of insurance are in effect prior to the performance of any such work. Such insurance shall be subject to County's prior review and approval, and shall include, but not necessarily be limited to, general and auto liability, workers compensation, and property coverages, as deemed appropriate based on the nature of the construction work. Said construction shall be commenced promptly following the approval thereof by the Director, issuance of permits therefor by governmental agencies having jurisdiction thereover, and posting of the construction site by County with notice of non-responsibility, and shall be diligently prosecuted to completion. All work shall be performed in accordance with the approved plans and specifications, unless changes therein are approved in advance thereof by Director. Concessionaire agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the concession premises and the work occurring thereon. Concessionaire, at the commencement of the construction work, shall notify Director in writing of the identity, place of business, and telephone number of responsible person(s) in charge of the construction to be occurring thereon. All

construction shall be performed in a good and workmanlike manner. Upon completion of the restoration, Concessionaire shall immediately record a notice of completion with the Registrar-Recorder.

- 14.2 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the concession operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim shall be denied if the destruction of the concession premises is found by the Director to have been caused by the fault or neglect of Concessionaire. Concessionaire agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the concession operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 14.3 Concessionaire shall cooperate in the restoration of the concession premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.
- 14.4 The aforesaid provisions for abatement and/or other relief shall also be applicable to a total or partial destruction of Cerritos Community Regional Park by the aforementioned causes, except that the relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said park due to the partial or total closure thereof has affected the concession.
- 14.5 Concessionaire agrees to accept the remedy heretofore provided in the event of a destruction of the concession premises and/or Cerritos Community Regional Park and hereby waives any and all additional rights and remedies for relief or compensation that are presently

available or may hereafter be made available under the laws and statutes of this State.

## **15.0 CONSTRUCTION BY COUNTY AFFECTING CONCESSION PREMISES AND/OR CERRITOS COMMUNITY REGIONAL PARK**

- 15.1 In the event County shall construct or cause to be constructed a new facility for the concession, this Agreement shall continue in full force and effect, except that the payments to be made by Concessionaire shall be abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the authorized operations, provided a claim therefor is filed with the Director within one hundred (100) days of commencement of construction.
- 15.2 Concessionaire agrees to cooperate with County in the event the construction affects the concession premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Concessionaire further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 15.3 Following completion of the new facility, Concessionaire shall resume its operations therefrom within thirty (30) days of written notice from the Director that the concession premises are tenantable.
- 15.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at the Cerritos Community Regional Park that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of the Cerritos Community Regional Park due to the partial or total closure thereof, has affected the Concessionaire's operations.

- 15.5 Concessionaire agrees to accept the remedy heretofore provided in the event of construction upon the concession premises and/or the Cerritos Community Regional Park, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

## **16.0 TERMS AND CONDITIONS**

### **16.1 AGREEMENT ENFORCEMENT**

- 16.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.
- 16.1.2 Any officers and/or authorized employees of County may enter upon the concession premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the concession premises.
- 16.1.3 In the event County commences legal proceedings for the enforcement of this Agreement or recovery of the premises services herein, Concessionaire does hereby agree to pay any sum which may be awarded to County by the Court for attorney's fees and costs incurred in the action brought thereon.

### **16.2 CANCELLATION**

- 16.2.1 Upon the occurrence of any one or more of the events of default hereinafter described, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Concessionaire ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon

will be afforded on or before said date, if request is made therefor.

- 16.2.2 Upon cancellation, County shall have the right to take possession of the concession premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.
- 16.2.3 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 16.2.4 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required in order to prevent a cancellation of this Agreement and a forfeiture of the concession. Accordingly, the Director shall send a copy of any intended cancellation of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to allow said parties to correct the grounds therefor or to provide a new Concessionaire under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.

16.2.5 In the event that, following service of the Notice of Cancellation of this Agreement under the provisions of this clause, it is determined for any reason that the Concessionaire was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Concessionaire has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Cancellation, and the rights and obligations of the parties shall be the same as if the Notice of Cancellation had not been issued.

**16.3 COMPLIANCE WITH CIVIL RIGHTS LAW**

The Concessionaire hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Concessionaire shall comply with Exhibit F, Concessionaire's EEO Certification.

**16.4 CONCESSIONAIRE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Concessionaire acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Concessionaire understands that it is the County's policy to encourage all County Contractors/Concessionaires to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Concessionaire's place of business. The Concessionaire will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's

Department of Children and Family Services will supply the Concessionaire with the poster to be used.

**16.5 CONCESSIONAIRE'S NON-COMPLIANCE AND LIQUIDATED DAMAGES**

16.5.1 In the event the Director determines that there are deficiencies in Concessionaire's operations authorized and required herein, the Director will provide, as specified herein in the section of this Agreement entitled Events of Default, a written notice to the Concessionaire to correct said deficiencies within specified time frames.

16.5.2 In the event that Concessionaire fails to correct the deficiencies within the prescribed time frames the Director may, at his option: (1) use the Security Deposit as provided for herein, (2) exercise its rights under the Sub-Section 16.23 (Right of Entry) and/or (3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the obligations for concession operations herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$100.00 per day for each day of the period of time that the deficiencies exist, and that Concessionaire shall be liable to County for liquidated damages in said amount.

**16.6 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

16.6.1 A responsible Concessionaire is a Concessionaire who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Concessionaires.

- 16.6.2 The Concessionaire is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Concessionaire on this or other Agreements which indicates that the Concessionaire is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Concessionaire from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed 3 years, and terminate any or all existing Agreements the Concessionaire may have with the County.
- 16.6.3 The County may debar a Concessionaire if the Board of Supervisors finds, in its discretion, that the Concessionaire has done any of the following: (1) violated any term of a Agreement with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Concessionaire's quality, fitness or capacity to perform a Agreement with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 16.6.4 If there is evidence that the Concessionaire may be subject to debarment, the Department will notify the Concessionaire in writing of the evidence that is the basis for the proposed debarment and will advise the Concessionaire of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.6.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The

Concessionaire and/or the Concessionaire's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Concessionaire should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative decision prior to its presentation to the Board of Supervisors.

16.6.6 After consideration of any objections, or if no objects are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.6.7 These terms shall also apply to Subcontractors of County Concessionaires.

**16.7 CONCESSIONAIRE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

16.7.1 Concessionaire acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

16.7.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Concessionaire's duty under this Agreement to comply with all applicable provisions of law, Concessionaire warrants that it is now in compliance and shall during the term of this Agreement

maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **16.8 CONFLICT OF INTEREST**

16.8.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Concessionaire or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Concessionaire who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

16.8.2 The Concessionaire shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Concessionaire warrants that it is not now aware of any facts that create a conflict of interest. If the Concessionaire hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances.

#### **16.9 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Concessionaire's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Concessionaire's compliance with all Agreement terms and performance standards. Concessionaire deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Concessionaire. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

#### **16.10 EVENTS OF DEFAULT**

- 16.10.1 The abandonment, vacation or discontinuance of operations on the premises for more than two (2) consecutive days during the time each event to the public, without approval thereof by the Director.
- 16.10.2 The failure of Concessionaire to punctually pay or make the payments required herein when due, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 16.10.3 The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 16.10.4 The failure to maintain the concession premises and the improvements constructed thereon in the state of repair required herein, and in a clean, sanitary, safe and satisfactory

condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.

16.10.5 The failure of Concessionaire to keep, perform and observe all of the other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

16.10.6 The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Tennis Center Concession, the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

16.10.7 Determination by the County, the California Fair Employment and Housing Commission, or the Federal Equal Employment

Opportunity Commission of discrimination having been practiced by Concessionaire in violation of State and/or Federal laws thereon.

16.10.8 Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.

16.10.9 Failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

**16.11 FAIR LABOR STANDARDS**

The Concessionaire shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Concessionaire's employees for which the County may be found jointly or solely liable.

**16.12 FORCE MAJEURE; TIME EXTENSION**

16.12.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

- 16.12.2 Notwithstanding the foregoing, a default by a subcontractor of Concessionaire shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Concessionaire and such subcontractor, and without any fault or negligence of either of them. In such case, Concessionaire shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Concessionaire to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 16.12.3 In the event Concessionaire's failure to perform arises out of a force majeure event, Concessionaire agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**16.13 GOVERNING LAW, JURISDICTION, and VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Concessionaire agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**16.14 INDEPENDENT CONTRACTOR**

This Agreement is by and between the County of Los Angeles and Concessionaire and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Concessionaire. Concessionaire understands and agrees that all persons furnishing services on behalf of

Concessionaire pursuant to this Agreement are, for purposes of Worker's Compensation Liability, employees solely of Concessionaire and not of County. Concessionaire shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services on behalf of Concessionaire pursuant to this Agreement.

**16.15 INDEMNIFICATION**

Concessionaire agrees to indemnify, defend and hold harmless County, their agents, officers, and employees from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Concessionaire's acts and/or omissions arising from and/or relating to this Agreement. Concessionaire's duty to indemnify the County, shall survive the expiration or other termination of this Agreement.

**16.16 INSURANCE REQUIREMENTS**

Without limiting the Concessionaire's indemnification of the County and during the term of this Agreement, the Concessionaire shall provide and maintain at its own expense, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and, with the Exception of Worker's Compensation insurance, shall name the County of Los Angeles as additional insureds.

**16.16.1 Evidence of Insurance:**

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director, Attention: Contracts Golf and Special District Division, 301 North Baldwin Avenue,

Arcadia, CA 91007, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverages required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its officials, officers and employees as insureds for all activities arising from this Agreement.
- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Concessionaire to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Concessionaire to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**16.16.2 Notification of Incidents, Claims or Suits**

Concessionaire shall report to County:

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Concessionaire and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- b. Any third party claim or lawsuit filed against Concessionaire arising from or related to services performed by Concessionaire under this Agreement.
- c. Any injury to a Concessionaire employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Concessionaire under the terms of this Agreement.

**16.16.3 Insurance Coverage Requirements for Subcontractors**

Concessionaire shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- a. Concessionaire providing evidence of insurance covering the activities of subcontractors; or
- b. Concessionaire providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

**16.17 INSURANCE COVERAGE REQUIREMENTS**

**16.17.1** Concessionaire shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

- a. **General and Professional Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000

Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Professional Liability	\$1,000,000

b. **Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Such insurance shall include coverage for all "owned," "non-owned" and "hired" vehicles, or coverage for "any auto."

c. **Workers Compensation and Employer's Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Concessionaire is responsible. If Concessionaire's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Concessionaire is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Concessionaire and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

d. **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

- i. **Personal Property: Automobiles and Mobile Equipment** - Special form (“all risk”) coverage for actual cash value of County-owned or leased property; and
  - ii. **Real Property and All Other Personal Property** - Special form (“all risk”) coverage for the full replacement value of County-owned or leased property.
- e. **Crime Coverage:** Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.
- |                                       |          |
|---------------------------------------|----------|
| Employee Dishonesty:                  | \$10,000 |
| Theft, Disappearance and Destruction: | \$10,000 |

**16.17.2 Failure to Procure Insurance**

- a. Failure by Concessionaire to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Concessionaire resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Concessionaire, County may deduct from sums due to Concessionaire any premium costs advanced by County for such insurance.
- b. Notwithstanding the above and in the event that Concessionaire fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs

to County, Concessionaire shall pay full compensation for all costs incurred by County.

**16.18 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 16.18.1 The Concessionaire certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 16.18.2 The Concessionaire shall certify to and comply with the provisions of Exhibit F, Concessionaire's EEO Certification.
- 16.18.3 The Concessionaire shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 16.18.4 The Concessionaire certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 16.18.5 The Concessionaire certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end

that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any other project, program, or activity supported by this Agreement.

- 16.18.6 The Concessionaire shall allow County representatives access to the Concessionaire's employment records during regular business hours to verify compliance with the provisions of this Sub-Paragraph 16.18 when so requested by the County.
- 16.18.7 If the County finds that any provisions of this Sub-Paragraph 16.18 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Concessionaire has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Concessionaire has violated the anti-discrimination provisions of this Agreement.
- 16.18.8 The parties agree that in the event Concessionaire violates the non-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

**16.19 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Concessionaire shall notify and provide to its employees, and shall require each subcontractor notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet for printing purposes at [www.babysafela.org](http://www.babysafela.org).

**16.20 NOTICES**

Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Concessionaire shall be 19700 Bloomfield Avenue, Cerritos, CA 90701, Attention: Bram G. Sada, or such other place as may hereafter be designated in writing to the Director by Concessionaire. The address to be used for any notice served by mail upon County shall be 301 North Baldwin Avenue, Arcadia, CA 91007, Attention: Contracts, Golf and Special District Division or such other place as may hereafter be designated in writing to Concessionaire by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

**16.21 PUBLIC RECORDS ACT**

16.21.1 Any documents submitted by Concessionaire; all information obtained in connection with the County's right to audit and inspect Concessionaire's documents, books, and accounting records pursuant to Paragraph 7.3 of this Agreement; as well as those documents which were required to be submitted in

response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

16.21.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Concessionaire agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

**16.22 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Concessionaire agrees to use recycled-content paper to the maximum extent possible on this Agreement.

**16.23 RIGHT OF ENTRY**

16.23.1 Any officers and/or authorized employees of the County may enter upon the concession premises at any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms and conditions

hereof, or for any other purpose incidental to the rights of the County within the concession premises.

16.23.2 In the event of an abandonment, vacation or discontinuance of operations for a period in excess of twenty-four (24) hours, Concessionaire hereby irrevocably appoints County as an agent for continuing operation of the concession granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the concession premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublease or sublicense the premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefrom to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by the officers and employees of County upon the premises for the purpose of exercising the authority conferred hereon as agent of Concessionaire shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

16.23.3 No re-entry or taking of the premises by County pursuant to Sub-Paragraph 16.23.2 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention be given to Concessionaire or unless the termination thereof be decreed by a court of competent jurisdiction.

#### **16.24 SEVERABILITY**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining

provisions hereof shall not be affected thereby and shall remain in full force and effect.

**16.25 SUBLICENSES**

16.25.1 Concessionaire shall not, without the prior written consent of the Director, sublicense any portion of the concession premises, or sublicense any of the operation or activities authorized or required by this Agreement.

16.25.2 In the event the County determines that the Concessionaire has violated the sublicense provision contained herein, the same shall constitute a material breach of this Agreement upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Concessionaire to comply with the sublicense provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is One Thousand Dollars (\$1,000.00) and that the Concessionaire shall be liable to County for liquidated damages in said amount.

**16.26 SURRENDER OF CONCESSION PREMISES**

16.26.1 Upon expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the concession premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that Paragraph 4.3 hereinbefore may be applicable thereto.

16.26.2 Upon expiration of the term, Concessionaire shall execute and deliver to County within thirty (30) days after service of written

demand, a good and sufficient quitclaim deed of the Concessionaire's interest in this Agreement and the premises. Should Concessionaire fail or refuse to deliver to County a quitclaim deed as aforesaid, a written notice by County reciting the failure of the Concessionaire to execute and deliver the quitclaim deed shall, after ten (10) days from the date of recordation of the notice, be conclusive evidence against Concessionaire and all persons claiming under Concessionaire, of the termination of this Agreement.

**16.27 TAXES AND ASSESSMENTS**

16.27.1 The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the concession premises and any improvements located thereon.

16.27.2 Concessionaire shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

**16.28 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

Failure of Concessionaire to maintain compliance with the requirements set for in Sub-Section 16.7 "Concessionaire's Warranty Of Adherence To County's Child Support Compliance Program" shall constitute a default by Concessionaire under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the

county Board of Supervisors may terminate this Agreement pursuant to Sub-Section 16.2, Cancellation.

**16.29 TERMINATION FOR CONVENIENCE; SUSPENSION**

16.29.1 Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Agreement hereunder shall be effected by delivery to Concessionaire of a written notice of termination for convenience from the Director specifying the extent to which performance is terminated and the date upon which such termination shall become effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) days after notice.

16.29.2 Suspension. County, at its convenience, and without further liability, may suspend Concessionaire's performance under this Agreement, in whole or in part, by written notice to Concessionaire from the Director specifying the effective date and extent of the suspension.

16.29.2.1 Concessionaire shall immediately discontinue all services unless otherwise indicated by Director.

16.29.2.2 In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

**16.30 TERMINATION FOR IMPROPER CONSIDERATION**

16.30.1 County may, by written notice to Concessionaire, immediately terminate the right of Concessionaire to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Concessionaire, either directly or through

an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Concessionaire's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Concessionaire as it could pursue in the event of default by the Concessionaire.

16.30.2 Concessionaire shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Auditor-Controller's Fraud Hotline at (800) 544-6861 or to such other number as may be provided to Concessionaire in writing by County.

16.30.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **16.31 TERMINATION FOR INSOLVENCY**

16.31.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Concessionaire. The Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Concessionaire is insolvent within the meaning of Federal Bankruptcy Code;

16.31.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Concessionaire under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Concessionaire; or

16.31.3 The rights and remedies of County provided in this Sub-Section 16.31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**16.32 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

Concessionaire and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of Concessionaire or any County Lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**16.33 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE**

16.33.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Cerritos Community Regional Park and the concession premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Concessionaire

with notice of termination or assignment of this Agreement pursuant to this provision.

- 16.33.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Cerritos Community Regional Park, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Concessionaire shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Concessionaire of such park closure.

#### **16.34 TRANSFERS**

- 16.34.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 16.34.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein

at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 16.34.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 16.34.4 In the event Concessionaire shall request the prior written consent of Director to give, assign, transfer or grant control of this Agreement, and Director gives written consent to the assignment, a transfer fee equal to one percent (1%) of the gross sales price shall be paid to County. Said sum shall be payable to County in full either within thirty (30) days after said consent is given or prior to the close of any escrow, whichever occurs first. Prior to Director's consent to such assignment, the assignor shall first deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County.

**16.35 WAIVER**

- 16.35.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.
- 16.35.2 No delay, failure, or omission of County to re-enter the concession premises or to exercise any right, power, privilege or option, arising from any default, nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.
- 16.35.3 No notice to Concessionaire shall be required to restore or revive "time of the essence" after the waiver by County of any default.
- 16.35.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

**16.36 WARRANTY AGAINST CONTINGENT FEES**

- 16.36.1 The Concessionaire warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Concessionaire for the purpose of securing business.

16.36.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**17.0 ENTIRE AGREEMENT**

This document and the Exhibits attached hereto, constitute the entire agreement between County and Concessionaire for the use granted at Cerritos Community Regional Park for the Tennis Center Operations Concession. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibits attached hereto, the terms, conditions, promises and covenants relating to the Tennis Center Operations Concession and the premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

**18.0 AUTHORIZATION WARRANTY**

Concessionaire represents and warrants that the signatory to this Agreement is fully authorized to obligate Concessionaire hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

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**IN WITNESS WHEREOF**, Concessionaire has executed this Concession Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Director of Parks and Recreation, the month, day and year first above written.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Russ Guiney, Director  
Department of Parks and Recreation

**CONCESSIONAIRE**

Bram G. Sada

By Bram G. Sada  
Name

**APPROVED AS TO FORM:**

ROBERT E. KALUNIAN  
Acting County Counsel

By Christina A. Salseda  
Christina A. Salseda, Principal Deputy

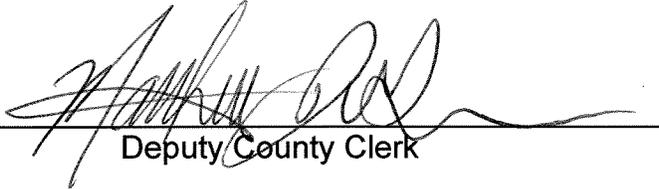
STATE OF CALIFORNIA        }  
  }  
  } s.s.  
COUNTY OF LOS ANGELES    }

On this 7th day of April, 2009, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Bram G. Sada, as the Owner of d.b.a. Cerritos Tennis Center personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.



**Dean C. Logan**  
**Registrar-Recorder/County Clerk**  
**County of Los Angeles**

By   
Deputy County Clerk

## **EXHIBIT A**

### **LOS ANGELES COUNTY PARKS AND RECREATION TENNIS POLICY**

The County reserves the right to establish a tennis court reservation system, and upon establishment, Concessionaire shall enforce the established reservation procedures. The Director reserves the right to review and modify reservation procedures.

#### **1.0 GENERAL POLICY**

- 1.1 Courts are available on a first come-first serve basis if there are no reservations.
- 1.2 When all courts are occupied, individuals may obtain a court by personally waiting near the court they wish to use. Under this condition, those playing must relinquish the court after completion of one set or one hour, whichever is first.
- 1.3 Tennis courts may be reserved, in person or by telephone, only during the operating hours of the tennis pro shop. Two (2) courts as designated by the Concessionaire shall remain open for free play at all times, and as such, are not subject to reservation.
- 1.4 Only the Concessionaire and its employees are authorized to reserve and/or use the Tennis Center facilities for personal financial gain, or to conduct tennis lessons.
- 1.5 Educational institutions may be allowed to reserve tennis courts for team practice sessions, team matches, or school physical education classes; however, organized play shall have priority over practice sessions.
- 1.6 There shall be no more than six (6) balls in use per court at any time.

#### **2.0 COURT RESERVATION SYSTEM [ To be implemented only upon County approval ]**

The court reservation system is designed to provide the tennis playing public with a more convenient method which ensures that a specific court is available on any given day and time, particularly during high demand hours for courts.

- 2.1 Reservations will take priority over public use.
- 2.2 Twenty-four (24) hour cancellation notice will be required.
- 2.3 Fees will be based on a per court per hour usage.
- 2.4 Reservations may be issued either to groups, such as, tennis clubs, governmental agencies, educational institutions and employee organizations, or to individuals wanting to play singles or doubles.

## **EXHIBIT A**

- 2.5** Groups or individuals desiring to reserve tennis courts must obtain a permit from the County's Tennis Concessionaire.
- 2.6** Reservations will be made on the hour, not the half-hour. Individuals may reserve a court(s) seven (7) days in advance. Groups may reserve courts up to three (3) months in advance with payment being made one month in advance. Same day reservations require one (1) hour advance notice.
- 2.7** Reservations shall include the date, number of courts, hours of use, name of the individual/organization, and the name and phone number of the contact person.
- 2.8** The maximum number of courts that can be reserved by a group at any one time shall be one half (1/2) of the total number of available courts. Any court(s) reserved for the Concessionaire's teaching program shall not be considered as "available" court(s) for reservations.
- 2.9** Concession staff will ensure that all groups or individuals using the tennis courts have valid permits. No unauthorized reservations will be allowed.
  - 2.9.1 A permittee must display its copy of the permit during the use of the courts.
- 2.10** Failure of an organization to adhere to the terms of the permit may result in the loss of future reservation privileges.
- 2.11** Except for continuing permits, groups may reserve tennis courts for only one day per month. If a group wishes to conduct a tournament, it may reserve six (6) days within a given month; however, such permits will be granted only twice within the same calendar year.
  - 2.11.1 Continuing permits are granted for special activities, such as league play or ladder tournaments, and are limited to two (2) days per month.
- 2.12** Reserved courts will be held for a maximum of fifteen (15) minutes and then released to public use until the next reservation on that court. If there is no reservation scheduled, the court shall remain open for public use.
- 2.13** In the event of inclement weather, reservations for that day will not be taken. Fees collected for advance reservations for those days of inclement weather will be refunded; or if agreed by both parties, rescheduled at the next available date.

## **EXHIBIT B**

### **OPERATION PLAN FOR CERRITOS TENNIS CENTER**

#### **BACKGROUND**

- The Cerritos Tennis Center hours of operation will be from 7:30 A.M. – 9:00 P.M. Monday through Sunday. The Tennis Center will serve as the central tennis hub for the community of Cerritos. It will be operated by concessionaire Bram Sada (d.b.a. Cerritos Tennis Center). The Concessionaire will implement extensive programming and provide numerous improvements.
- One of the primary initiatives is maintaining a community tennis website that can provide online court reservations. A community tennis website for the Cerritos Tennis Center will provide much needed enhancements and convenience that will tremendously help in the overall communication and management of the tennis center in Cerritos. It will also provide a vehicle to relay important information to the tennis community of Cerritos such as Don Knabe's tournament and other charity or community outreach initiatives.
- The concessionaire will implement an extensive and organized schedule of junior tennis programs and clinics. Enrollment will be offered online or in the pro shop. Some of the programs will include the most up to date junior clinics including Quick-start tennis and junior programming for advanced juniors of the tennis community.
- The Cerritos Tennis Center will offer more exciting adult tennis clinics which will highlight tennis as a very fun and enjoyable means to exercise. Concessionaire will work with community DJs (the Cerritos All Stars) to design adult tennis workouts that are enhanced with heart pumping music. The introduction of cardio tennis workouts will provide a unique alternative to those wishing to get more fit but despise the idea of monotonously working out on a treadmill machine.
- USTA Team tennis leagues will be introduced as a fun competitive way for people to get more involved with tennis.
- Staff selection will be very meticulous and complete. Background checks will be mandatory and concessionaire will choose staff that best fit into the community with regards to expertise and customer service.
- Methods for advertising and marketing will fully comply with the regulations and rules of the LA County Parks & Recreation Department.

## **EXHIBIT B**

- There will be a method to ensuring customer satisfaction as required by the County.

### **CERRITOS TENNIS CENTER WEBSITE**

The website application will allow for a number of convenient features including:

- Online court scheduling
- Online enrollment 24/7 for clinics, special events
- Inform public about hours of operation and directions to facility
- Collection of payments for reservations, lessons, clinics, camps, special events.
- Weather reports
- Clear description of policies
- Create more organized, transparent way for public to see what times and courts would be available for play
- Provide a calendar of events for community to see what they would like to participate in
- Create an organized contact list for concessionaire to utilize to communicate information about various community outreach initiatives.
- Allows players to utilize an online matching system (if they wish) to find tennis partners of similar abilities
- Provide a central information place for tennis leagues
- Become the centralized website for Cerritos residents to go to know what is going on in the Cerritos tennis scene.

### **CERRITOS TENNIS CENTER COMMUNITY OUTREACH INITIATIVES**

- Turkey Shootout Social – mixed double social on weekend before Thanksgiving with raffle prizes including a turkey. Every game won is rewarded with a raffle ticket.
- Net-Work Tennis – In tennis, successful work around the net includes crisp precise volleys. In finding the right job, successful networking includes partnering potential applicants with hiring managers. 4 hiring

## EXHIBIT B

managers and 12 applicants will get together and play doubles. 4 courts...rotating play so each applicant can play on a court with each hiring manager. Dinner and drinks later at local restaurant.

- Holiday Toy Drive – Beginning on the first week and end on the third week of December, members donated a toy will receive a free tennis reservation of one hour. (Limit one free reservation per individual) Toys will be delivered to Los Angeles County Dept. of Children and Family Services. <http://dcfs.co.la.ca.us/community/index.html>
- Cerritos Senior Center' SPICE (Seniors personally involved in children's enrichment) program (senior-youth doubles round robin tournament) – doubles social with raffle prizes. Every game won is rewarded with a raffle ticket. 3 pro sets up to 8 played.
- Parents Night Out (enjoy a Saturday night out ages 5-12) 5 to 9pm – Summer months. – Parents can drop off their children and enjoy a night out together while the tennis center arranges an evening of fun for the kids.
- Youth Opportunity Grant Program – The program is designed to give low income youth, ages 18 and under, who live in Cerritos, Lakewood, La Palma, Artesia, Bellflower, or Cypress area, a chance to participate in tennis clinics that they may not otherwise be able to afford. Concessionaire with help from sponsoring tennis equipment manufacturers will award 2 youth opportunity grants to 2 disadvantaged youth where they receive free clinic instruction for 2 months and receive a new tennis racquet, tennis shoes, and a tennis bag.
- Cooperative Work with Non-Profit Initiatives – Cerritos Tennis Center will try hold a mixed doubles tournament to help specific non-profit firm. Non-profit firm will influence a few celebrities to participate and Cerritos Tennis Center will work with local media agencies to garner positive PR for the LA County Parks & Recreation Dept for its assistance in making it happen.

## **EXHIBIT B**

### **TENNIS PRO SHOP**

- **Stringing**  
Goal is to increase selection of strings and substantially increase stringing income.  
Prices \$19.95 to \$ 59.95 (Natural Gut Stringing)
- **Demo Racquet Rental**  
Tennis Shop will allow visitors to demo racquets for \$5 a day. In order to demo racquets, visitors must fill out demo racquet rental card which will have name, address, phone, credit card info in order for person to return the demo racquet. Upon return of racquet, customers will receive a \$5 credit that can be used to the purchase of a new racquet at tennis pro shop.
- **Tennis Racquets & Tennis Shoes**  
Goal is to invest in inventory and bring wider selection of racquets for pro shops.
- **Grips**  
Concessionaire prides himself in being the best at changing grips of tennis racquets. Grips (including labor of changing grip) will be priced at \$7.95.
- **Grommets/Headguard Installation**  
Master Racquet Technicians know that customers appreciate having their grommets and headguards replaced and installed when they are worn out, thereby prolonging the life of the racquet. Concessionaire intends to build customer satisfaction and goodwill by replacing and installing grommets for \$10.
- **Accessories**  
Concessionaire intends to sell many accessories such as wristbands, caps, vibration dampeners, socks, towels that Cerritos tennis players may use.

## **EXHIBIT B**

### **STAFF SELECTION & TRAINING**

- Concessionaire intends to find prospective employees who demonstrate excellent tennis knowledge and more importantly demonstrate high character and politeness. Customer satisfaction and customer service are crucial to the success of this tennis facility. Concessionaire will have zero tolerance for racism and inappropriate behavior. Concessionaire would rather work himself long hours until he finds the right employees with the right moral character. Teaching staff will be selected by Concessionaire and for clinics and private lessons based on experience, character, and friendliness. Background checks will be made on all staff.
- If Director finds any staff employee to be detrimental to the facility, Concessionaire will act accordingly and find another staff employee that will act to the standards that the Director feel appropriate.
- Concessionaire warrants that he will fully comply with all Federal and State statutes and regulations regarding the employment of aliens.
- Tennis Instructors.
- # of other Tennis Instructors – 3-6
- Tennis Instructors Responsibilities – Teach Clinics, teach junior camps, teach private lessons, coach jr. team tennis, coach ISPE junior programs, monitor tournament action and Youth League Tennis.
- # of hours worked – varies based on clinic enrollment & private tennis lessons booked.
- Tennis Shop Employees
- # of other Tennis Shop Employees – 2
- Tennis Shop Employees Responsibilities – Answer phones courteously, sell merchandise, strings racquets, clean restrooms, pick up trash around the tennis courts, take court reservations
- Concessionaire will have top player from the Philippines, Joseph Lizardo, to teach the advanced junior clinics.

## **EXHIBIT B**

### **METHOD FOR ADVERTISING & MARKETING**

- Concessionaire will not distribute any advertising or publicity material unless there is prior approval from Director.
- Concessionaire understand that any time he uses the words Cerritos Community Regional Park Tennis Center, he must also include the phrase “a unit of the County of Los Angeles Department of Parks and Recreation System” with the County seal and the Parks and Recreation Department logo.
- Concessionaire believes that superior customer service and superior knowledge combined with friendliness will be the best advertisement.
- Concessionaire intends to do a little advertising in local Cerritos media publications and will do his utmost best to make it professional and visually appealing and without controversy to aid in Director’s approval of the advertising.

### **MONITORING METHOD FOR ENSURING CUSTOMER SATISFACTION**

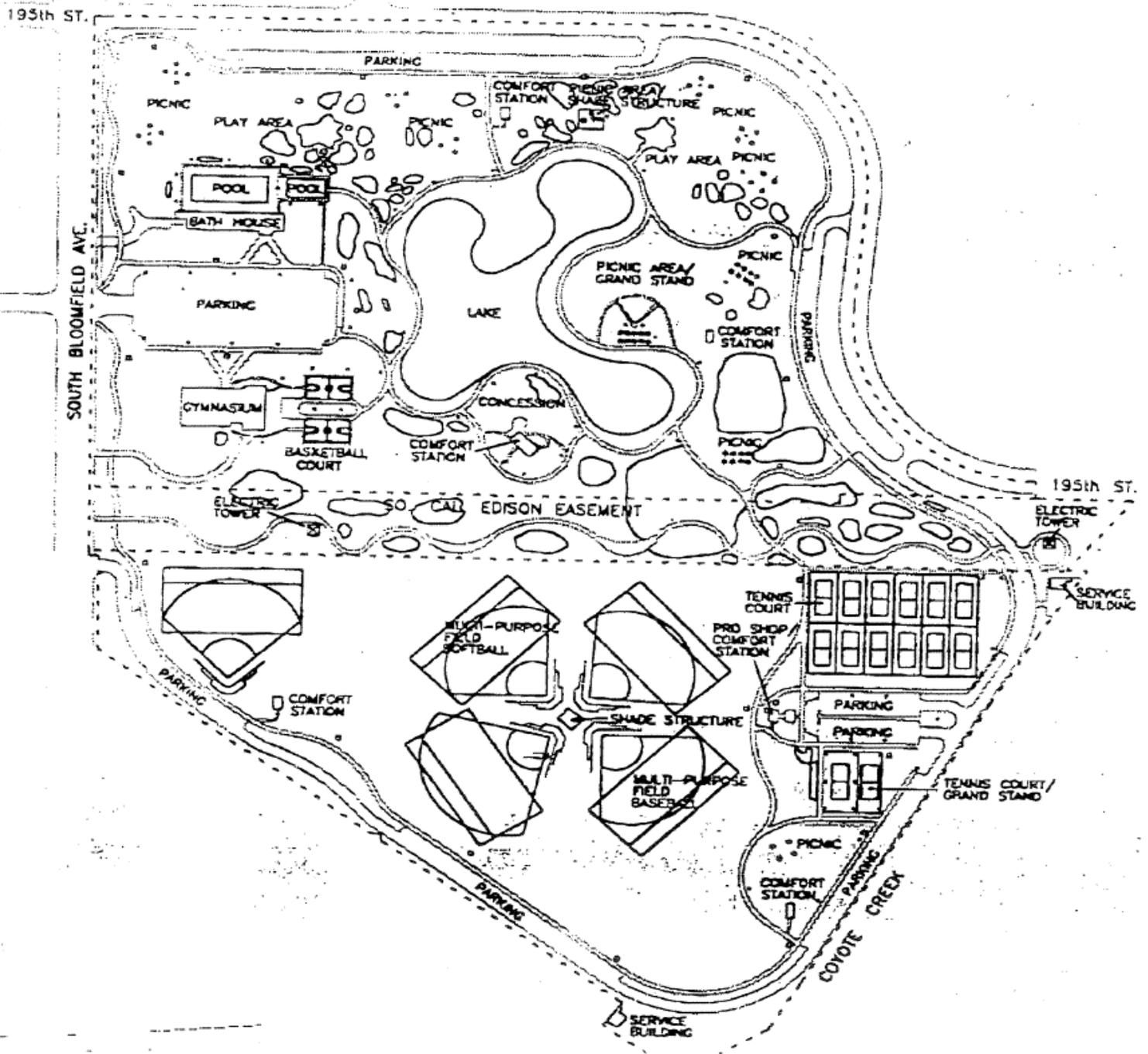
- Customer response box for complaints and accolades and suggestions.
- Concessionaire will provide the County within 10 days of effective Agreement date a policy for receiving, investigating and responding to complaints.
- Concessionaire will preliminarily investigate any complaint and notify the Director within 5 days after receiving complaint.
- Copies of all complaint in the customer response box will be copied and given to the Director.
- Prompt response to phone call messages.
- Prompt response to complaints that can be handled right away.
- Staff will make follow-up calls to ensure customer’s problem has been resolved. Staff will make journal log of follow-up calls and will provide Concessionaire detailed account of customer’s response and suggestions.
- Customer Satisfaction Survey will be conducted quarterly. The Survey will be provided online for those who are making online court reservations or online clinic enrollment and be available in paper form for those who come into the Pro Shop. The survey results will be formatted into a detailed summary and be provided to the Director on a timely basis.

## EXHIBIT C

### MAINTENANCE PLAN FOR CERRITOS TENNIS CENTER

- Restrooms –There will be a bathroom check performed twice a day to make sure the restrooms are tidy. Included as part of this check is to make sure there is enough toilet paper, soap, paper towels, toilet seat covers, urinal deodorizers and that the trash cans are lined and not filled up.
- Find a local maintenance and handy man that can handle more complex problems like clogged drains.
- Interior wall painting – Concessionaire agrees to repaint the interior walls of the pro shop.
- Concessionaire will keep the pro shop tidy, clean and presentable.
- Court sweeping – Concessionaire will supplement scheduled court sweeping by park maintenance crew with additional court sweeping and blowing as needed.
- Tennis Nets – Concessionaire will have two reserve tennis nets at all times of contract. Concessionaire intends to buy a lot of net straps and will buy the more durable nets that have the thickest threading and double stitching on the net tapes.
- Wind Screens – Concessionaire will replace tennis wind-screens as needed.
- Worn tennis hardware – Net posts usually last for awhile. Concessionaire agrees to replace worn tennis hardware as needed.
- Litter control – Concessionaire will do litter control on the courts and the grounds around the court twice a day. In addition, concessionaire will remove filled up garbage cans and reline them when needed. Concessionaire doesn't want to have ants and rat problems. Concessionaire would prefer to have all garbage cans to be cans that have a cover over them so squirrels and rodents can not easily enter them.
- Lighting fixtures – Concessionaire will replace lighting fixtures with energy saving light fixtures as needed in the Pro Shop.
- Plumbing fixtures in pro shop restroom – Concessionaire will install water saving plumbing fixtures in the pro shop restroom.
- Clean and replace court umpire seats and benches as needed.
- Concessionaire will have a megaphone in order to use as a P.A. system if needed.
- Concessionaire will check net height maintenance on a regular basis.
- Concessionaire will ensure that gates are locked and unlocked during the appropriate opening and closing times.

**EXHIBIT D  
CERRITOS TENNIS CENTER SITE PLAN**



LQS ANGELES COUNTY  
DEPARTMENT OF  
PARKS & RECREATION  
PLANNING

**CERRITOS COMMUNITY REGIONAL PARK  
SITE PLAN**

SCALE: NOT TO SCALE  
DATE: 5/5/98  
REV: W.P.  
RECORD: CERRITOS.DWG  
APPROVAL:

SHEET  
**1**  
OF 1

## EXHIBIT E



### Department of the Treasury Internal Revenue Service

## Notice 1015

(Rev. December 2008)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

**EXHIBIT F**

**CONCESSIONAIRE'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

CERRITOS TENNIS CENTER  
Concessionaire's Business Name

19700 BLOOMFIELD AVENUE, CERRITOS, CA 90701  
Business Address

80-0317416  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

**PROPOSER'S CERTIFICATION**

**Check One**

1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. [x] Yes [ ] No
  
2. The Proposer periodically conducts a self analysis or utilization analysis of its work force. [x] Yes [ ] No
  
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. [x] Yes [ ] No
  
4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables. [x] Yes [ ] No

Name (please print or type) BRAM SADA

Title of Signer (please print or type) OWNER

Signature *Bram G. Sada* Date APRIL 7, 2009

EXHIBIT G

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



## EXHIBIT G

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

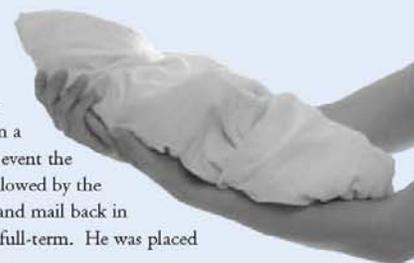
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



## EXHIBIT G

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

